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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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Ming-Fang Tsai

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EXAMINER

NELSON, FREDA ANN

ART UNIT

PAPER NUMBER

3628

MAIL DATE

DELIVERY MODE

04/14/2009

PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary

Application No.

10/748,826

Applicant(s)

TSAI, MING-FANG

Examiner

FREDA NELSON

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Period for Reply -- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 08 January 2009.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1, 2 and 4-12 is/are pending in the application.
- 4a) Of the above claim(s) 10-12 is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-2 and 4-9 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO-8508)
Paper No(s)/Mail Date _____

- 4) ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date _____
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: _____

DETAILED ACTION

The amendment received on January 8, 2009 is acknowledged and entered. Claims 1 and 5 have been amended. Claim 3 has been canceled. Claims 10-12 have been withdrawn. No Claims have been added. Claims 1-2 and 4-12 are currently pending.

Response to Amendment and Arguments

Applicant's arguments filed January 8, 2009 have been fully considered but they are not persuasive.

1. Applicant argues that in regards to claim 5, Choe et al. does not disclose, teach, or otherwise suggest "enquiring whether the customer agrees to reproduction of the products via a customer complaints managing module of the application server, if the inventory is not satisfactory; and informing a relevant workshop to commence producing the products via the customer complaints managing module, if the customer agrees to reproduction of the products" and the Applicant respectfully disagrees and traverses the content and/or the utilization of the Official Notice to modify the invention of Choe to render Applicant's invention. The Examiner notes that Lidow discloses the supply chain server checks with the suppliers to determine whether the forecasts can be fulfilled by the suppliers. If the forecasts cannot be fulfilled by the suppliers, the supply chain server contacts customers and suppliers and attempts to either redistribute the customers' demands to different suppliers or request that customers alter their demands. When supply issues have been resolved, the

customers' demands are sent to the suppliers in groups so that the suppliers need to prepare a smaller number of large orders (col. 3, lines 31-39).

Lidow further discloses a determination must be made (1) whether the supplier has replacement parts in inventory and (2) whether the customer needs the replacement immediately or if the replacement parts demand can be added to the existing forecast. If the customer needs replacement parts immediately, the supplier's available inventory is the preferred source. If no inventory is available, the replacement parts should be built and delivered to the customer on an expedited basis (col. 18, lines 32-49). Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the invention of Choe et al. to include the feature of Lidow in order to provide customers with customer service capable of replacing orders when errors occur in order to keep customer loyalty since the claimed invention is merely a combination of old elements, and in the combination each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

Furthermore, while specification in the instant application discloses checking the products' qualities in paragraphs [0009] and [0026]], the limitation "enquiring whether the customer agrees to reproduction of the products via a customer complaints managing module of the application server, ***if the inventory is not satisfactory***", does not have support within the specification. Also, the term "satisfactory" in claim 5 is a relative term which renders the claim

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indefinite. The term "satisfactory" is not defined by the claim, the specification does not provide a standard for ascertaining the requisite degree, and one of ordinary skill in the art would not be reasonably apprised of the scope of the invention. It is unclear what is considered to be satisfactory.

2. The Applicant further argues that in regards to claim 1, none of Choe and Lettich, or their combination, teaches or otherwise suggests "a customer complaints managing module for managing customer complaints, deferring shipments, enquiring whether the customer agrees to reproduction of the products, and informing a relevant workshop to produce the products" and the Applicant respectfully disagrees and traverses the content and/or the utilization of the Official Notice to modify the invention of Choe to render Applicant's invention.

The Examiner asserts that while Choe et al. does not explicitly disclose a customer complaints managing module for managing customer complaints, and deferring shipments, Lettich et al. disclose that in regards to the processing of carrier claims, ShipChem.com files supplier claims on behalf of its customers wherein claims include those ***due to carrier contamination, customer downtime due to late shipments, delivering damaged material, and delivering the wrong amount of products*** (§ [0137]); and in regards to answering customer complaints, ShipChem.com investigates customer complaints and works closely with the various service providers to ensure that root cause failure analyses are properly done in order to minimize repeat complaints (§ [0138]); and in regards to order integration, ShipChem.com provides order integration functions, such as order entry screens, electronic

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interfaces, and ERP integration capabilities (*ERP, enterprise resource planning, is an industry term for the broad set of activities supported by **multi-module application software** that help a manufacturer or other business manage the important parts of its business, including product planning, parts purchasing, **maintaining inventories**, interacting with suppliers, providing **customer service**, and tracking orders*) (§ [0194]). Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the invention of Choe et al. to include the features of Lettich et al. in order to provide better customer service by resolving shipping conflicts.

Choe et al. in view of Lettich et al. does not expressly disclose enquiring whether the customer agrees to production of the products, and informing a relevant workshop to produce the products.

However, Lidow discloses the supply chain server checks with the suppliers to determine whether the forecasts can be fulfilled by the suppliers. If the forecasts cannot be fulfilled by the suppliers, the supply chain server contacts customers and suppliers and attempts to either redistribute the customers' demands to different suppliers or request that customers alter their demands. When supply issues have been resolved, the customers' demands are sent to the suppliers in groups so that the suppliers need to prepare a smaller number of large orders (col. 3, lines 31-39).

Lidow further discloses a determination must be made (1) whether the supplier has replacement parts in inventory and (2) whether the customer needs the replacement immediately or if the replacement parts demand can be added

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to the existing forecast. If the customer needs replacement parts immediately, the supplier's available inventory is the preferred source. If no inventory is available, the replacement parts should be built and delivered to the customer on an expedited basis (col. 18, lines 32-49).

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the invention of Choe et al. to include the feature of Lidow in order to provide customers with customer service capable of replacing orders when errors occur in order to keep customer loyalty since the claimed invention is merely a combination of old elements, and in the combination each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

Claim Rejections - 35 USC § 112

The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

3. Claim 5 is rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention.

While the specification in the instant application discloses checking the product's qualities in paragraphs [0009] and [0026]), in particular, the limitation "enquiring whether the customer agrees to reproduction of the products via a customer complaints managing module of the application server, ***if the inventory is not satisfactory***", does not have support within the specification.

Claim Rejections - 35 USC § 112

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

4. Claim 5 is rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

The term "satisfactory" in claim 5 is a relative term which renders the claim indefinite. The term "satisfactory" is not defined by the claim, the specification does not provide a standard for ascertaining the requisite degree, and one of ordinary skill in the art would not be reasonably apprised of the scope of the invention. It is unclear what is considered to be satisfactory.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which

said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

5. Claims 1-2 and 4-9 are rejected under 35 U.S.C. 102(e) as being unpatentable over Choe et al. (US PG Pub. 2002/0069082), in view of Lettich et al. (US PG Pub. 2002/0049622), still in further view of Lidow (US Patent Number 6,889,197).

As per claim 1, Choe et al. discloses a system for purchase order management, the system comprising a database server and a plurality of client computers connected with an application server (FIG. 1), wherein:

the database server is used for storing customer data, product data, and purchase order data (¶ [0017]; FIG. 10);

the application server is used for managing purchase orders according to the customer data, the product data and the purchase order data, the application server (FIG. 15) comprising:

a product information maintaining module for maintaining and integrating information on products (FIG. 15);

a customer information maintaining module for maintaining and integrating information on customers (¶ [0015], [0018]);

a product price information maintaining module for determining a price for each customer (see claim 14); and

a shipment information maintaining module for scheduling production and shipment of products (¶ [0048]); and

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each of the client computers is enabled to visit the application server, and further to access data stored in the database server via the application server (§ [0018]).

Choe et al. does not disclose a customer complaints managing module for managing customer complaints, and deferring shipments.

However, Lettich et al. disclose that in regards to the processing of carrier claims, ShipChem.com files supplier claims on behalf of its customers wherein claims include those **due to carrier contamination, customer downtime due to late shipments, delivering damaged material, and delivering the wrong amount of products** (§ [0137]); and in regards to answering customer complaints, ShipChem.com investigates customer complaints and works closely with the various service providers to ensure that root cause failure analyses are properly done in order to minimize repeat complaints (§ [0138]); and in regards to order integration, ShipChem.com provides order integration functions, such as order entry screens, electronic interfaces, and ERP integration capabilities (*ERP, enterprise resource planning, is an industry term for the broad set of activities supported by multi-module application software that help a manufacturer or other business manage the important parts of its business, including product planning, parts purchasing, maintaining inventories, interacting with suppliers, providing customer service, and tracking orders*) (§ [0194]).

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the invention of Choe et al. to include

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the features of Lettich et al. in order to provide better customer service by resolving shipping conflicts.

Choe et al. in view of Lettich et al. does not expressly disclose enquiring whether the customer agrees to production of the products, and informing a relevant workshop to produce the products.

However, Lidow discloses the supply chain server checks with the suppliers to determine whether the forecasts can be fulfilled by the suppliers. If the forecasts cannot be fulfilled by the suppliers, the supply chain server contacts customers and suppliers and attempts to either redistribute the customers' demands to different suppliers or request that customers alter their demands. When supply issues have been resolved, the customers' demands are sent to the suppliers in groups so that the suppliers need to prepare a smaller number of large orders (col. 3, lines 31-39).

Lidow further discloses a determination must be made (1) whether the supplier has replacement parts in inventory and (2) whether the customer needs the replacement immediately or if the replacement parts demand can be added to the existing forecast. If the customer needs replacement parts immediately, the supplier's available inventory is the preferred source. If no inventory is available, the replacement parts should be built and delivered to the customer on an expedited basis (col. 18, lines 32-49).

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the invention of Choe et al. to include the feature of Lidow in order to provide customers with customer service capable

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of replacing orders when errors occur in order to keep customer loyalty since the claimed invention is merely a combination of old elements, and in the combination each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

As per claim 2, Choe et al. discloses the system for purchase order management as described in claim 1, wherein the application server further comprises a shipment delay managing module for managing delayed purchase orders according to production schedules (see claim 37).

As per claim 4, Choe et al. discloses the system for purchase order management as described in claim 1, wherein the application server further comprises a purchase order reports outputting module for integrating all purchase order information and storing the information in the database server (§ [0015]).

6. Claims 5-9 are rejected under 35 U.S.C. 103(a) as being unpatentable over Choe et al. (US PG Pub. 2002/0069082), in view of Lidow (US Patent Number 6,889,197).

As per claim 5, Choe et al. discloses the method for purchase order management by utilizing an application server and a database, the method comprising the following steps:

determining whether a customer is an existing customer, and if the customer is an existing customer, enquiring of information on the customer via a customer information maintaining module of the application server (§§ [0065]);

enquiring of information on a product via a product price information maintaining module of the application server (§§ [0018]);

determining whether the product has price information, and if the product has price information, acquiring the product's price via the product price information maintaining module (§§ [0082],[0146]; see claim 32).

Choe et al. further teaches orders for which an ordered product quantity and a price are different from the previously set-up minimum order quantity and price are errors (§§ [0146]) and errors can be corrected (claim 32), therefore, the examiner interprets this as inputting and storing price information};

determining whether a total purchase price of the product exceeds the customer's credit limit via the product price information maintaining module, and if the total purchased price does not exceed the customer's credit limit, accepting the purchase order (§§ [0020],[0022],[0108]); and

determining whether inventory of the product is sufficient, and dispatching the product via a shipment information maintaining module of the application server, if the inventory is sufficient (§§ [0085]; FIG. 17).

Choe et al. does not explicitly disclose enquiring whether the customer agrees to reproduction of the products; and informing a relevant workshop to commence producing the products if the customer agrees to reproduction of the products.

However, Lidow discloses the supply chain server checks with the suppliers to determine whether the forecasts can be fulfilled by the suppliers. If the forecasts cannot be fulfilled by the suppliers, the supply chain server contacts customers and suppliers and attempts to either redistribute the customers' demands to different suppliers or request that customers alter their demands. When supply issues have been resolved, the customers' demands are sent to the suppliers in groups so that the suppliers need to prepare a smaller number of large orders (col. 3, lines 31-39).

Lidow further discloses a determination must be made (1) whether the supplier has replacement parts in inventory and (2) whether the customer needs the replacement immediately or if the replacement parts demand can be added to the existing forecast. If the customer needs replacement parts immediately, the supplier's available inventory is the preferred source. If no inventory is available, the replacement parts should be built and delivered to the customer on an expedited basis (col. 18, lines 32-49).

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the invention of Choe et al. to include the feature of Lidow in order to provide customers with customer service capable of replacing orders when errors occur in order to keep customer loyalty since the claimed invention is merely a combination of old elements, and in the combination each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

As per claim 6, Choe et al. discloses the method for purchase order management as described in claim 5, further comprising the step of inputting and storing information on a new customer, if the customer is not an existing customer (§ [0065]).

As per claim 7, Choe et al. discloses the method for purchase order management as described in claim 5, further comprising the step of inputting and storing price information on the product, if the product has no price information (§ [0146]; see claim 32). Choe et al. teaches orders for which an ordered product quantity and a price are different from the previously set-up minimum order quantity and price are errors (§ [0146]) and errors can be corrected (claim 32), therefore, the examiner interprets this as inputting and storing price information.

As per claim 8, Choe et al. disclose the method for purchase order management as described in claim 5, further comprising the step of refusing the customer's purchase order, if the total price exceeds the customer's credit limit (§ [0112]).

As per claim 9, Choe et al. discloses the method for purchase order management as described in claim 5, further comprising the step of ordering the workshop to produce the product, if the inventory is not sufficient (see FIG 5).

Examiner cited particular pages, columns, paragraphs and/or line numbers in the references as applied to the claims above for the convenience of the applicant. Although the specified citations are representative of the teachings in the art and are applied to the specific limitations within the individual claim, other passages and figures may apply as well. It is respectfully requested that, in preparing responses, the applicant fully consider the references in entirety as potentially teaching all or part of the claimed invention, as well as the context of the passage as taught by the prior art or disclosed by the examiner.

Conclusion

THIS ACTION IS MADE FINAL. Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than **SIX MONTHS** from the mailing date of this final action.

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7. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Freda A. Nelson whose telephone number is (571) 272-7076. The examiner can normally be reached on Monday and Wednesday - Friday, 10:00 AM -6:30 PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, John Hayes can be reached on 571-272-6708. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only.

For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/F. A. N./
Examiner, Art Unit 3628

/John W Hayes/

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Supervisory Patent Examiner, Art Unit 3628